

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF MISSISSIPPI**

**In re: KIMMIE DENISE MCCLENDON,
Debtor**

**Case No. 23-51460-KMS
Chapter 13**

KIMMIE DENISE MCCLENDON

PLAINTIFF

v.

Adv. Proc. No. 23-06040-KMS

U.S. DEPARTMENT OF EDUCATION

DEFENDANT

**AMENDED STIPULATION OF PARTIAL DISCHARGE BETWEEN PLAINTIFF-DEBTOR
AND DEFENDANT U.S. DEPT. OF EDUCATION**

Plaintiff-Debtor Kimmie Denise McClendon and Defendant United States of America, on behalf of the Department of Education, (“Defendant” or “Dept. of Education”) (collectively, “the Parties”) stipulate as to dischargeability of a portion of Plaintiff’s student loan debt as follows:

1. Plaintiff-Debtor commenced this adversary proceeding under Fed. R. Bankr. P. 7001(6) against the Dept. of Education seeking to discharge Plaintiff-Debtor’s educational loan debt under 11 U.S.C. § 523(a)(8).
2. The Court, at the joint request of the parties, stayed the adversary proceeding so that Plaintiff-Debtor may participate in the process set forth in the Guidance of the Dept. of Education and the Dept. of Justice, dated November 17, 2022 (the “Guidance”).
3. Plaintiff-Debtor has participated in the process, and the Dept. of Education has reviewed and analyzed the documents and attestation submitted by Plaintiff-Debtor.
4. The parties now desire to resolve, compromise, and settle this adversary proceeding, without further litigation, subject to the Court’s approval.

5. It is now therefore stipulated and agreed, by and between the Plaintiff-Debtor and Dept. of Education, as follows:

- a. The portion of Plaintiff-Debtor's Dept. of Education-held student loans represented by National Student Loan Database System (NSLDS) Loan 24 and totaling \$99,664.17 as of April 7, 2023, is dischargeable under 11 U.S.C. § 523(a)(8), on the ground that repayment of this portion of her student loans would impose an undue hardship on Plaintiff-Debtor;
- b. Upon entry of this Stipulation of Partial Discharge, and a finding by the Court that the debts at issue are dischargeable under 11 U.S.C. § 523(a)(8), Defendant will adjust Plaintiff-Debtor's loan accounts to reflect that the total indebtedness to Defendant for her student loan, NSLDS Loan No. 24, is \$0, and it shall permanently write-off the debt pursuant to this Stipulation of Partial Discharge.
- c. Plaintiff-Debtor will remain indebted to Dept. of Education for student loan NSLDS Loan Nos. 23, which will not be subject to discharge under 11 U.S.C. § 523(a)(8).
- d. In the event this Stipulation of Partial Discharge is not adopted in full by the Court, the stipulations and agreements represented herein shall be vacated, set aside, and held for naught.
- e. Upon entry of this Stipulation of Partial Discharge, Plaintiff-Debtor releases, remises, and forever discharges the United States of America, its agencies, agents, officers and employees, past and present, and Defendant, its agencies, agents, officers and employees, past and present, from all claims or causes of action (including administrative claims) which Plaintiff-Debtor and her heirs, agents, assigns, representatives, and successors ever had, now have, or hereafter may have against the United States of America, its agencies, agents, officers and employees, past and present, and Defendant, its agencies, agents, officers and employees, past and present, in relation to a discharge of the debt, all except for obligations arising under this Stipulation of Partial Discharge.
- f. Each party to the action will bear responsibility for their own costs and attorney's fees in this matter, and Plaintiff-Debtor waives any and all rights she may have to recover attorneys' fees, interest or costs under the Equal Access to Justice Act, the Bankruptcy Code, or any other legal or statutory predicate.
- g. Upon entry of this Stipulation of Partial Discharge, Plaintiff-Debtor voluntarily dismisses, pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) and Fed. R. Bankr. P. 7041, all claims against Defendant not subsumed within the

relief granted by this Stipulation of Partial Discharge, with prejudice against refiling and without attorneys' fees, costs, or expenses to the Plaintiff-Debtor or Defendant.

Now, therefore, the Parties request that the Court enter a Consent Judgment, attached hereto as Exhibit A, based on the uncontested facts and issues as represented in this stipulation.

Dated: July 23, 2025.

Respectfully submitted,

Kimmie Denise McClendon, Plaintiff

By: /s/Thomas C. Rollins, Jr.

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U.S. Department of Education, Defendant

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